The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANDRES A. MUNT-LOVELL
NICHOLAS P. MUNT-LOVELL

Plaintiff,

v.

THE INTERNATIONAL CAT ASSOCIATION ("TICA"), a Texas nonprofit corporation;
VICKI JO HARRISON, individually and in her official capacity as TICA President;
FRANCES CARDONA, in her official capacity as TICA Business Manager;
BRENDA RUSSO, individually and in her official capacity as TICA Mid-Atlantic Regional Director; and
LAURIE YATES-SCHIFF, individually and in her official capacity as TICA Southwest Regional Director.

Defendants.

Case No. 2:25-cv-01665-RAJ

FIRST AMENDED COMPLAINT

I. INTRODUCTION

1. Plaintiffs Andres A. Munt-Lovell and Nicholas P. Munt-Lovell file this First Amended Complaint to incorporate new facts and claims arising from events that occurred after the filing of the initial complaint, including the retaliatory lawsuit filed against them in California Superior Court on August 21, 2025 by Defendant Laurie Yates-Schiff and The International Cat Association ("TICA").

2. Plaintiffs Andres A. Munt-Lovell and Nicholas P. Munt-Lovell were longstanding, respected members of The International Cat Association ("TICA") for nearly a decade. They founded the SeaCats club, successfully hosted multiple licensed shows, personally underwrote financial shortfalls, and were entrusted by TICA's leadership with hosting the 2023 TICA Annual—one of the organization's most significant and resource-intensive events.

3. Beginning in 2022 and continuing through 2023, Plaintiffs maintained full transparency with TICA's officers, regional directors, and appointed liaison. Plaintiffs disclosed all contracts, budgets, timelines, and financial projections; submitted unprecedented quarterly reports at the direction of TICA President Vicki Jo Harrison; and repeatedly sought guidance and approval from designated leadership. All aspects of the show's planning, including the Marriott and Greater Tacoma Convention Center contracts, were expressly reviewed and approved by Northwest Regional Director Elaine Hawksworth-Weitz and Defendants Harrison and Yates-Schiff.

4. Despite Plaintiffs' transparency and cooperation, Defendants used their positions within TICA to interfere with the Annual's finances, spread defamatory rumors of drug use and financial misconduct, and ultimately scapegoat Plaintiffs for Board-approved contractual obligations—including a Marriott attrition clause and an accelerated food-and-beverage minimum—approved by TICA leadership months earlier. Internally, Defendants knew no fraud had occurred but acted out of personal animus and political motives.

5. As the 2023 Annual approached, individual Defendants—acting within their official positions—demanded unauthorized access to SeaCats' financial accounts, directed hotels to reroute communications and revenue streams, and circulated stigmatizing allegations

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tying Plaintiffs to substance abuse and animal-welfare accusations. These statements spread throughout TICA's closed, reputation-dependent community, causing immediate and severe harm.

6. After the show, TICA issued public statements implying Plaintiffs had engaged in misconduct, even though the organization possessed full and contemporaneous documentation confirming the legitimacy of all transactions and the Board's own approval of the only disputed invoice. Leadership then initiated disciplinary action without any written complaint, without notice, and without due process—culminating in a May 2024 proceeding in which Plaintiffs were yelled at, prevented from presenting evidence, and ejected from the hearing. Minutes falsely recorded that Plaintiffs did not appear.

7. The retaliatory trajectory continued into 2024–2025 when Defendant Frances Cardona issued a fabricated "audit confirmation" falsely asserting that Plaintiffs owed $63,532.59 for money that was "advanced" to cover the shortfall caused by Harrison's request that the banquet and board events be moved to the hotel. The "advanced" money was never requested by Plaintiffs, authorized at a meeting Plaintiff's were not present and paid directly to the Marriott. This documented falsehood helped entrench a narrative of wrongdoing that Defendants knew to be untrue.

8. Before initiating litigation, Plaintiffs sought to resolve all disputes informally and in good faith. On August 7, 2025, Plaintiffs extended a modest settlement proposal of $250,000, together with a public correction of the false statements. Defendants did not acknowledge the offer, did not engage in dialogue, and instead escalated their conduct—including authorizing and filing a retaliatory lawsuit in California just fourteen days later.

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Defendants' decision to ignore a reasonable resolution and respond with further retaliation demonstrates malice, bad faith, and the absence of any legitimate investigative purpose, and it directly informs Plaintiffs' claims for defamation, breach of fiduciary duty, and abuse of process.

9. Following the Annual, TICA's President, Business Manager, and Regional Director circulated false financial statements, including fabricated "debt" claims, an inflated $62,923.74 invoice, and later a $63,532.59 audit confirmation—none of which reflected Plaintiffs' actual dealings or obligations.

10. These false statements were published to officers, directors, and members, including in The TICA Trend, placing Plaintiffs on a public suspension list and falsely suggesting misconduct.

11. These publications formed the foundation of the defamatory narrative later used to justify litigation and accelerate Plaintiffs' expulsion.

12. The retaliatory California filing, brought by Defendant Yates-Schiff on behalf of TICA and her own company Fat Pet Awards against Plaintiffs and a dissolved Washington nonprofit, was jurisdictionally baseless and filed only after Plaintiffs' settlement outreach. The suit was filed in the wrong state, misnamed Plaintiffs, and served incomplete packets—conduct consistent with harassment, not bona fide dispute resolution.

13. As detailed in the Statement of Facts and Counts below, Defendants' actions constitute defamation per se, false light, breach of fiduciary duties owed to members under Washington law and TICA's governing documents, intentional and negligent infliction of emotional distress, tortious interference, civil conspiracy, violations of the Washington

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Consumer Protection Act, and abuse of process through the misuse of litigation to retaliate against Plaintiffs.

II. PARTIES

Plaintiffs

11. Andres A. Munt-Lovell – a resident of King County, Washington and a ten-year member of The International Cat Association ("TICA").
    a. He was a co-founder of the now defunct SeaCats club and was a principal organizer of the 2023 TICA Annual.
    b. He was expelled from TICA following defamatory statements, retaliatory accusations, wrongful process, and the misuse of internal and external disciplinary mechanisms by the Defendants.
12. Nicholas P. Munt-Lovell – a resident of King County, Washington and also a long-standing TICA member, exhibitor, and volunteer.
    a. He was a co-founder of the now defunct SeaCats club and was a principal organizer of the 2023 TICA Annual.
    b. He likewise suffered reputational harm, expulsion, economic losses, and emotional injury as a result of the same conduct.

Defendants – The International Cat Association ("TICA")

13. Defendant The International Cat Association, Inc. ("TICA") is a Texas nonprofit corporation headquartered in Harlingen, Texas, conducting business nationwide including

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within Washington State. TICA, acting through its officers, directors, agents, and representatives, engaged in:

a. publishing and amplifying false accusations of fraud and misconduct regarding the 2023 Annual
b. ratifying defamatory statements made by its officers
c. selectively enforcing disciplinary rules
d. using disciplinary processes in a retaliatory manner
e. wrongfully expelling Plaintiffs without fair or reasonable procedures
f. participating in and authorizing the filing of a retaliatory lawsuit in California for purposes unrelated to legitimate dispute resolution

Defendants – Individual Defendants (Personal Capacity and Official Capacity Where Applicable)

14. Vicki Jo Harrison (TICA President & TICA Judge; Individual Capacity and Official Capacity) – a resident of Texas and served as the President of TICA at all times relevant. She also holds the position of licensed TICA Judge.

a. In her role as President, Harrison:
    i. required Plaintiffs—unlike prior Annual committees—to provide quarterly reports beginning May 2022 – this oversight reflected poorly on the event
    ii. appointed a Board liaison to monitor Plaintiffs' work
    iii. Instructred Plaintiffs to work with an event organizer that negotiated the contract with the Marriott that included an 85% attrition rate and $30,000 food and beverage minimun

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iv. authorized a 3-day show hosted by the 2022 annual team the weekend before the 2023 annual – making exhinbitors choose between one show or the other and further undermining trust in the 2023 annual team

v. instructed Cardona to take over as point-of-contact for the Marriott and GTCC and appointed Defendant Russo as the annual treasurer

vi. published a September 19, 2023 Facebook post stating "various reports" were circulating about the 2023 Annual, creating and amplifying a false implication that Plaintiffs were under investigation

vii. approved an October 11, 2023 public statement falsely asserting that TICA had to "advance funds" because of Plaintiffs' mismanagement and that responsible individuals would be held accountable

viii. tolerated, ratified, and failed to correct defamatory statements made by other officers

ix. permitted a sham disciplinary hearing in May 2024, during which Plaintiffs were shouted down and removed

x. selectively enforced disciplinary rules against Plaintiffs, while treating political allies differently

xi. authorized or permitted the circulation of false allegations of financial misconduct

xii. enabled retaliatory escalation culminating in Plaintiffs' wrongful expulsion

b. These acts support claims for defamation, false light, breach of fiduciary duty, wrongful expulsion, IIED, negligent supervision, civil conspiracy, and abuse of process.

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15. Frances Cardona (TICA Business Manager; Official capacity only) – a resident of Texas and served as TICA's Business Manager.
    a. In that role, Cardona:
        i. inserted herself into hotel and convention-center communications in 2023 despite Plaintiffs' established relationships
        ii. attempted to obtain administrative access to Plaintiffs' club email accounts ("bcc")
        iii. interfered with vendor relationships
        iv. issued a September 6, 2024 "audit confirmation" letter falsely stating Plaintiffs owed $63,532.59 - thereby reinforcing a fabricated debt narrative
        v. participated in or ratified public statements implying financial misconduct
        vi. coordinated with Harrison and Russo to shift blame for decisions TICA leadership had approved
    b. These acts support liability for defamation, false light, conversion/unjust enrichment, breach of fiduciary duty, wrongful expulsion, negligent supervision, civil conspiracy, and abuse of process.
16. Brenda Russo (TICA Judge & TICA Mid-Atlantic Regional Director; Individual Capacity and Official Capacity) – a resident of Pennsylvania and serves as a TICA Judge and Mid-Atlantic Regional Director.
    a. Russo:
        i. told members that Plaintiffs were "drug addicts" and had "snorted up the banquet money," statements she repeated in person, via social media, and in internal communications

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ii. accused Plaintiffs of theft, substance abuse, and fraud—all false statements understood as factual assertions

iii. withdrew $800 from SeaCats' PayPal account without authorization

iv. inserted her personal account as the TicketLeap payee during the 2023 Annual, diverting revenues

v. pressured Plaintiffs to relinquish financial control of SeaCats

vi. coordinated with Harrison regarding charges of misconduct

vii. participated in expulsion efforts designed to remove Plaintiffs from the organization

b. These acts support claims for defamation, false light, conversion, unjust enrichment, breach of fiduciary duty (in her official role), IIED, civil conspiracy, and the overarching pattern of retaliation.

17. Laurie Yates-Schiff (TICA Judge, TICA Southwest Regional Director & Owner of FatPet Awards, Licensed California Attorney; Individual Capacity and Official Capacity) – a resident of California, a TICA Judge, the Southwest Regional Director, and the owner of FatPet Awards, a TICA-vendor.

a. Yates-Schiff:

i. moved to reverse punishment on Danielle Petersen, the individual who filed a false report against Plaintiffs to Regional Animal Services of King County, and along with Lucy Robinson was the foundation of the accusations against Plkaintiffs

ii. issued a revised $6,357.20 invoice to SeaCats on September 6, 2023 and authorized Plaintiffs' use of her vendor account to place orders

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iii. was aware that on October 11, 2023 the Board voted to advance the invoice, extinguishing the obligation

iv. despite this, continued asserting Plaintiffs "owed" FatPet and, on August 21, 2025, filed a California lawsuit alleging "fraud" against Plaintiffs and seeking over $1,000,000 in punitive damages

v. posted publicly in mid-2024 that she was "going to sue" Plaintiffs, demonstrating retaliatory motive unrelated to legitimate dispute resolution

vi. coordinated with TICA officers in supporting a narrative of financial misconduct

vii. used litigation in California as leverage following Plaintiffs' August 7, 2025 settlement demand

b. These acts support claims for conversion, unjust enrichment, defamation/false light (ratification), civil conspiracy, and abuse of process.

III. JURISDICTION AND VENUE

19. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a) because Plaintiffs are citizens of Washington, Defendants are citizens of Texas, Pennsylvania, and California, and the amount in controversy exceeds $75,000.

20. Supplemental jurisdiction over state-law claims exists under 28 U.S.C. § 1367, as all claims arise from a common nucleus of operative facts involving Defendants' coordinated conduct toward Plaintiffs.

21. Venue is proper in the Western District of Washington under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, including Plaintiffs' work on the 2023 TICA Annual, communications by TICA

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officers directed into this District, the harm to Plaintiffs' reputations and property, and the economic and emotional injuries suffered by Plaintiffs at their home in King County, Washington.

22. Personal jurisdiction exists because Defendants purposefully directed statements, disciplinary actions, and litigation threats into Washington; contracted with Washington residents; and inflicted harm that they knew would be felt in Washington.

IV. STATEMENT OF FACTS

Plaintiffs' Background and Longstanding Service to TICA (2016–2022)

23. Plaintiffs were members of TICA for nearly a decade. They founded the SeaCats club, produced successful shows, maintained excellent reputations within the cat fancy, and were entrusted with hosting the 2023 TICA Annual—one of TICA's most significant events.

24. SeaCats hosted TICA-licensed shows in April 2016; April and July 2017 (NW Regional Show & Awards Banquet hosted at the Greater Tacoma Convention Center); April 2018; April 2019; October 2019 (with Sea-Meow Convention); and April 2022. Plaintiffs also managed other clubs' shows, served on dozens of show committees, and were licensed clerks/master clerks.

25. These events routinely operated at a loss; Plaintiffs personally funded shortfalls to ensure all obligations were met.

26. Throughout their TICA tenure, Plaintiffs consistently acted professionally and transparently in dealings with venues, vendors, and TICA leadership.

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2022 – Venue Negotiations for GTCC and Marriott

27. In 2020, Plaintiffs secured the Greater Tacoma Convention Center ("GTCC") as host venue for the 2023 Annual and awards banquet. Plaintiffs' prior relationship with GTCC management enabled favorable pricing and concessions beneficial to TICA.

28. Throughout 2022, Plaintiffs coordinated all banquet, room-block, meeting-space, exhibitor-rate, and catering arrangements. TICA received all relevant documentation.

29. Plaintiffs also advanced funds for deposits and carried personal risk on behalf of the organization.

Unusual Oversight Requirements Imposed in 2022

30. In May 2022, at the insistence of Defendant Harrison, the TICA Board directed Plaintiffs—and no other club in recent memory—to provide quarterly updates on the Annual's planning and finances.

31. Plaintiffs complied and submitted all quarterly reports. No misconduct was identified, no concerns were raised, and no allegations of misrepresentation were made.

32. In November 2022, Harrison assigned Director Elaine Hawksworth-Weitz as the Board liaison to the Annual. Hawksworth-Weitz and the Board had access to all materials, contracts, timelines, and financial projections.

33. At Harrison's direction, Plaintiffs retained Helms-Briscoe to secure the Marriott Downtown Tacoma as the host hotel for the 2023 Annual. To accommodate TICA leadership's request that banquet and meeting activities be consolidated at a pet-friendly property, Plaintiffs relocated all such functions from GTCC to the Marriott. This relocation triggered a $5,000 penalty under the GTCC agreement and imposed an 85%

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room-block attrition requirement and substantial food-and-beverage (F&B) minimum under the Marriott contract. Defendants Harrison, Laurie Yates-Schiff, and Board Liaison Hawksworth-Weitz each reviewed the Marriott contract, were fully aware of its terms—including the attrition clause and F&B minimum—and expressly approved its execution.

34. Neither Harrison nor Hawksworth-Weitz raised concerns regarding the Marriott contract, attrition clauses, vendor arrangements, F&B minimum, or any other aspect of Plaintiffs' work during 2022.

Events Leading Up to the Annual and Board Knowledge of the Shortfall (August 2023)

35. By mid-2023, Plaintiffs continued preparing the Annual, providing regular updates and maintaining full transparency in budgeting, venue coordination, and sponsorships.

36. On or about August 21, 2023, after receiving updated numbers from Marriott, Plaintiffs notified President Harrison, liaison Hawksworth-Weitz, Banquet Chair Yates-Schiff, Business Manager Cardona, and multiple Regional Directors that the Marriott 85% attrition exposure and accelerated food-and-beverage minimum could create a shortfall of roughly $52,000 if pickup did not increase. Plaintiffs provided detailed financial summaries and communications from the Marriott reflecting these terms—terms that TICA leadership had required and approved in 2022.

37. Board-level officers, including Harrison, Hawksworth-Weitz, Yates-Schiff, and Cardona, acknowledged receipt of Plaintiffs' August 21 disclosure and asked follow-up questions demonstrating that the Board understood the issue weeks before arriving in Tacoma. No one accused Plaintiffs of hiding information or mismanaging funds.

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Nicholas' MRSA Hospitalization Used as Defamation Fuel

38. On August 22, 2023, Nicholas was hospitalized with antibiotic-resistant MRSA; heavy antibiotics slowed his work and left him physically debilitated. Plaintiffs fully disclosed this to TICA leadership.

39. In an August 28, 2023 email, Nicholas apologized for delays and asked for grace as Andres assumed more tasks. Yates-Schiff replied telling him to "man up," mocking the medical situation and, later together with Prince, Petersen, and Robinson, disseminated false rumors that his hospitalization was due to drug use.

40. This health disclosure was maliciously distorted within TICA's leadership into false claims of substance abuse—published and repeated to judges, directors, and members.

Late August–Early September 2023 – Escalation of Misconduct

41. In late August 2023, Defendant Brenda Russo began claiming Harrison had appointed her "treasurer" of the event and demanded access to SeaCats financial records. No such appointment existed under TICA bylaws.

42. On or about August 25, 2023, Defendant Frances Cardona improperly inserted herself into Plaintiffs' hotel and venue negotiations by contacting GTCC and Marriott and stating that she would be the point of contact "moving forward." She directed GTCC and Marriott staff to BCC her on all communications with Plaintiffs. GTCC immediately notified Plaintiffs of Cardona's attempt to assume control, expressing confusion because Plaintiffs – not Cardona – were the contracting party.

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43. Cardona's assertions of control undermined Plaintiffs' longstanding vendor relationships and signaled that TICA leadership was attempting to seize the event and its finances from the local host club.

44. Around the same time, Petersen and Robinson, TICA members, were escalating and amplifying accusations about Plaintiffs in private messages and social-media posts, including threats of reports to animal control which were later used to justify a false complaint to RASKC.

45. On September 2, 2023, Russo withdrew approximately $800 from SeaCats' PayPal account without authorization sending the money to her personal PayPal account (transaction ID 93357600HP5224638).

46. Also, on or about August 31, 2023, Russo and Harrison arranged for the club's private TicketLeap ticket-sales revenue for the Annual to be routed into Russo's personal Wells Fargo account ending in 9511. When Plaintiffs objected, Harrison specifically told them not to interfere, effectively ratifying Russo's control of the club's financial accounts.

47. Russo collected all income paid at the show, including but not limited to visitor gate, exhibitor entry fees, raffle sales, and vendor fees.

<u>September 2023 Memorial Event – Leadership Confronts Plaintiffs</u>

48. At a memorial event on September 1, 2023, Defendants Harrison, Russo, Cardona, and Northeast Regional Director Christian Chereau confronted Plaintiffs in person.

49. They demanded Plaintiffs relinquish control of SeaCats finances and insisted that the TicketLeap revenue stream stayed as Russo's personal account.

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50. During this confrontation, Plaintiffs were falsely accused of drug use and intoxication—statements later repeated within TICA and online.

51. Plaintiffs had already reached out to TICA leadership, including Harrison and Yates-Schiff, for help regarding escalating threats from Petersen and others; rather than help, leadership mocked their concerns and intensified pressure to surrender control.

52. Plaintiffs resigned as show managers the morning of September 2, 2023 under duress, fearing further retaliation and loss of control over their own club finances.

September 5 through 20, 2023 – Post Annual Public Rumors, RASKC Seizure, and Shortfall

53. On September 5, 2023, Defendant Danielle Petersen submitted an online complaint to RASKC repeating false allegations of animal neglect she had circulated about us during and after the 2023 TICA Annual – allegations that were amplified, endorsed, or encouraged by TICA leadership, including urging her to contact animal control. TICA leadership was aware of her report and of the resulting September 20, 2023 RASKC raid and unlawful seizure of our animals that followed.

54. On September 19, 2023, Harrison published a Facebook post stating that "various reports" were circulating about the Tacoma Annual and that TICA would be taking steps toward a "resolution."

55. This deliberately vague post implied wrongdoing by Plaintiffs, amplified rumors, and created the false impression that Plaintiffs were under investigation, even though TICA had received no formal complaint, identified no financial discrepancies, and had never previously raised concerns during the extensive 2022/2023 oversight.

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56. A competing TICA show was scheduled the weekend before the Annual (contrary to custom), depressing hotel pickup. SeaCats missed the 85% Marriott attrition, triggering roughly $22,000 in damages; the hotel then called in the approximately $30,000 food-and-beverage minimum early to protect its interests.

57. At that point, banquet pre-orders totaled approximately $15,000; no other food had been pre-ordered. Plaintiffs did not receive, handle, or retain any banquet or food-and-beverage revenue that TICA later suggested had been "embezzled."

58. The banquet relocation, 85% attrition obligation, and food-and-beverage minimum all resulted from decisions imposed by TICA leadership, not Plaintiffs, and Plaintiffs had disclosed the financial impacts, including the projected shortfall, before the contracts were executed and again on August 21, 2023.

59. The attrition shortfall and accelerated food-and-beverage minimum, totaling roughly $52,000, became the centerpiece of TICA's later false narrative that Plaintiffs had left TICA with bills, even though these were contractual obligations reviewed and approved by TICA officers who chose to advance the funds.

60. On September 20, 2023, King County's Regional Animal Services (RASKC) executed an unlawful seizure of Plaintiffs' animals based on Petersen's false report, which TICA leadership later ratified by reversing Petersen's prior ban at the same October 11 Board meeting in which Plaintiffs were disciplined.

61. In the immediate aftermath of the seizure, Plaintiffs diverted all remaining personal finances to defend against the RASKC action and to protect their animals. Plaintiffs informed Harrison and Yates-Schiff that they were facing a crisis and asked for TICA's help; they were ignored.

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62. TICA leadership weaponized Plaintiffs' distraction and trauma during the RASKC crisis, using the very period when Plaintiffs' cats were suffering in County custody to entrench a narrative that Plaintiffs were irresponsible, dishonest, and unfit.

Defamation, Leaks, and the RASKC Parallel Narrative

63. During the Annual weekend and afterward, Russo made statements such as that the Plaintiffs had snorted up the banquet money and accusing Plaintiffs of theft.

64. TICA Judge Debbie Prince called Plaintiffs "addicts" in texts and online posts, tying them to rumors about animal seizures and suggesting they were unfit caretakers and, by invoking her status as a licensed California social worker, lent unwarranted professional credibility to stigmatizing statements that she knew were false. Additionally, she falsely claimed to multiple parties that Plaintiffs had approached her to borrow money.

65. Then Mid-Pacific Regional Director Carol Barton told Plaintiffs she was "very upset" that Executive Session matters about Plaintiffs had leaked, confirming the defamatory narrative inside the Board itself and that Board confidentiality rules were being violated.

66. On September 20, 2023, the same day as the RASKC seizure, TICA announced that a special hearing would be held regarding the events of the 2023 annual.

October 11, 2023 – Board Publishes False Statement and Ratifies Petersen

67. On October 11, 2023, the TICA Board held the "Emergency Meeting" to which Plaintiffs received no notification.

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68. The Board then published a statement asserting that, "[u]pon arrival in Tacoma we were informed about outstanding monies which were required to be paid for the show and banquet to move forward. We advanced the necessary funds." The Board further declared that "additional funds" were owed to judges and others and that "as per our rules, we will set a hearing regarding further actions against the responsible parties within SeaCats" presupposing guilt.

69. This statement was misleading and materially false because:

a. GTCC had been paid and the annual show was never in danger of cancellation

b. banquet costs and the F&B minimum were transparent and had been disclosed and approved in advance

c. the Board itself voted to advance the FatPet invoice and other expenses

d. Plaintiffs provided financial updates, including the projected shortfall, weeks before the event

70. The Board's statement falsely suggested that Plaintiffs had concealed the shortfall and forced TICA to "advance funds," even though the advances were Board-approved business decisions made with full knowledge of the contracts and risks.

71. At the same October 11 meeting where Plaintiffs were targeted as "responsible parties," the Board reversed a prior disciplinary action against Petersen and lifted her lifetime ban, effectively ratifying the false animal-cruelty report that had triggered the RASKC seizure just three weeks earlier.

72. By disciplining Plaintiffs while simultaneously rehabilitating Petersen, TICA leadership sent a clear message that it would protect insiders who harmed Plaintiffs and scapegoat Plaintiffs for both the Annual finances and the RASKC seizure.

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73. SeaCats had already exhausted all exhibitor entry revenue, sponsorship income, and show funds to pay deposits, judging fees, and other Annual expenses. Despite this, the Board voted to advance funds and satisfy other Annual obligations, including judging fees, travel and the FatPet invoice, thereby knowingly assuming responsibility for those liabilities. Having elected to take control over payment decisions and assume the remaining financial obligations, TICA later recharacterized those Board-approved expenditures as personal debts of Plaintiffs, despite knowing Plaintiffs neither received, held, nor directed those funds.

Late 2023 – Publication, Suspension, and Record-Fabrication Phase

74. On October 26, 2023, Cardona circulated an email attaching "Sea Cats Invoice – 01984462," addressed to Plaintiffs and other SeaCats members, and copying Harrison, Russo, Hawksworth-Weitz, and multiple regional directors. The email warned that "any unpaid debts to TICA can result [in] being placed on the Temporary Suspension List," citing Standing Rule 1026 ("Bad Debts").

75. The invoice totaled $62,923.74 and included line items for the 2023 Annual Banquet and Events, Judges' expenses and fees, and awards from FatPet Awards. TICA leadership had reviewed, approved, and voted to pay these directly. Plaintiffs never received any of the funds TICA paid; those payments were made by TICA straight to these parties.

76. Cardona nonetheless characterized the entire invoice, including charges TICA had voluntarily advanced, as "debts" owed personally by Plaintiffs or SeaCats, despite knowing the Board had approved the contracts and authorized disbursement of funds.

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77. Cardona widely circulated this email and invoice to officers and regional directors, reinforcing the false narrative that Plaintiffs were financially delinquent and setting the stage for later disciplinary escalation and litigation.

78. Shortly thereafter, TICA placed Plaintiffs on its publicly available "Temporary Suspension List," published in The TICA Trend, grouping them with individuals accused of unpaid obligations. This publication lacked context, misstated facts, and falsely suggested Plaintiffs had defaulted on member debts or committed wrongdoing.

79. That same suspension notice includes Judge Theresa Kempton – who had raised internal concerns about child-safety issues – demonstrating that TICA's "Bad Debts" suspension mechanism was selectively deployed against disfavored members and whistleblowers.

80. Cardona's misuse of Standing Rule 1026 and the fabricated "debt" characterization created an official but false record indicating Plaintiffs owed large sums to TICA, despite internal knowledge that most of the charges were hotel contract obligations TICA had chosen to assume. These actions created a pretextual record of misconduct used to justify the sham disciplinary process initiated in 2024.

2024 – Pretextual Discipline, Due-Process Breakdown, and Wrongful Expulsion

81. In early 2024, Plaintiffs requested formal charges, documentation, and a fair process. TICA provided none.

82. In May 2024, Plaintiffs attended a TICA Board Executive Session where Susan Adler questioned them about finances. Andres declined to answer due to pending litigation and concerns about leaks, despite Adler asserting the session was confidential. Andres replied that confidentiality was questionable with roughly fifteen people present.

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President Harrison then began yelling, "That's it! We're done – get them off, get them off!" Adler hesitated and remarked that it appeared Harrison was ending the session, to which Harrison – still yelling – responded, "You're right, I did." Plaintiffs were removed from the meeting, and as the connection dropped, they heard Harrison say to the remaining Board, "I'm sorry. I wasn't going to let them…," before the audio cut off.

83. Official minutes completely omitted Plaintiffs' presence, concealing the confrontation and lack of due process.

84. On May 18–19, 2024, TICA permanently revoked SeaCats' charter and barred re-charter.

85. SeaCats was later administratively dissolved by the Washington Secretary of State in 2024, ending the club Plaintiffs had built around TICA events.

September 6, 2024 – Cardona Fabricates a $63,532.59 "Debt"

86. On September 6, 2024, Defendant Cardona issued an "audit confirmation" letter addressed to external auditors and copied to Plaintiffs, asserting— as if established fact— that Plaintiffs owed $63,532.59 to TICA.

87. The stated balance had no factual basis and directly contradicted the TICA Board's October 11, 2023 vote extinguishing the only outstanding vendor invoice (FatPet) and voluntarily advancing hotel-related costs that TICA had approved and controlled.

88. Cardona's letter instructed Plaintiffs to sign and return the confirmation acknowledging the alleged balance or, alternately, to write in a "corrected" amount and provide documentation supporting it, thereby shifting the burden to Plaintiffs to disprove a debt Cardona knew was fabricated.

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89. By presenting the $63,532.59 figure as presumptively true, invoking external auditors to convey legitimacy, and directing Plaintiffs to validate the debt through signature, Cardona attempted to coerce Plaintiffs into ratifying a false narrative of financial misconduct that was later used to justify suspension, expulsion, public defamation, and retaliatory litigation.

2024–2025 – Continued Defamation and Ratification

90. Throughout 2024 and 2025, Defendants circulated rumors that Plaintiffs committed fraud, misused funds, or engaged in substance abuse.

91. Prince repeated these rumors in TICA-affiliated forums and private communications.

92. TICA leadership did nothing to correct false statements by officers acting under color of their authority and instead ratified them through silence, repetition, and continued reliance on the false "debt" narrative in minutes and publications.

August 2025 – Plaintiffs Send Settlement Demand

93. On August 7, 2025, Plaintiffs sent TICA a settlement demand detailing wrongful expulsion, defamation, conversion, fiduciary breaches, and financial harm and offering to resolve the matter for $250,000 and a public apology. TICA ignored the demand.

Retaliatory California Lawsuit (August 21, 2025)

94. On January 19, 2024, TICA had already voted to authorize "Adler and Yates-Schiff" to begin litigation against Plaintiffs—months before any formal "audit" and long before

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the supposed "debt" figure of $63,532.59 was created, evidencing pre-planned retaliation rather than a response to newly discovered facts.

95. On August 21, 2025, Yates-Schiff and TICA filed Fat Pet Awards & The International Cat Association v. SeaCats, Munt, and Lovell in Orange County Superior Court, alleging "fraud" regarding the same FatPet invoice and Annual finances.

96. The California case was filed:

a. despite Plaintiffs living in Washington

b. despite TICA having extinguished the FatPet invoice on October 11, 2023 by advancing payment directly to FatPet

c. despite Yates-Schiff's prior social-media statements vowing to sue Plaintiffs out of anger

d. only 14 days after Plaintiffs' August 7, 2025 settlement demand

97. The California lawsuit named the dissolved SeaCats entity and misidentified both Plaintiffs, listing "Nicholas Lovell aka Nicholas Lovell-Munt" and "Andres Munt aka Andres Lovell-Munt," despite neither name reflecting Plaintiffs' actual legal identities, and served incomplete packets.

98. The alleged amount of "debt" shifted repeatedly over time — beginning with Cardona's October 26, 2023 invoice representing approximately $62,923.74, expanding in the September 6, 2024 "audit confirmation" letter to $63,532.59, and then increasing again in these California filings where Defendants claimed more than $100,000 was owed to TICA in addition to a $6,357.20 FatPet invoice balance and $1,000,000 in asserted additional damages. These escalating figures bore no relationship to TICA's records or

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approvals and instead reflect a progressively manufactured narrative used to justify retaliation.

December 2025 – Notice and Continued Retaliation

99. After Defendants filed their California lawsuit, Plaintiffs sent a written notice to TICA's Board advising that this federal action had been filed, that service would follow, and that if TICA pursued the California matter it would constitute retaliation and abuse of process. Plaintiffs also reminded Defendants that no formal complaint had ever been provided under TICA's own procedures and stated that they remained open to good-faith settlement discussions. Rather than respond or de-escalate, Defendants proceeded to serve the California complaint improperly and later amended it confirming that escalation, not dispute resolution, was the intended purpose of the litigation.

100. Plaintiffs accepted service only for themselves, not SeaCats, on October 16, 2025, to stop process servers from repeatedly circling their home.

Harm to Plaintiffs

101. Defendants' conduct destroyed Plaintiffs' professional standing, damaged their reputation across TICA and the broader cat fancy, and caused significant financial and emotional harm.

102. The false narratives—about fabricated "debts," alleged "fraud," supposed "addiction," and insinuations of animal cruelty—persist, continuing to harm Plaintiffs' livelihoods, relationships, and reputations while they also struggle to litigate and heal from the RASKC seizure that TICA leadership chose to weaponize rather than help address.

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V. CLAIMS FOR RELIEF

COUNT I – DEFAMATION AND FALSE LIGHT

(Washington Common Law & RCW 19.86 Consumer Protection Act Integration)

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

98. Under Washington law, defamation requires (1) a false statement of fact, (2) publication, (3) fault, and (4) damages. Statements imputing crime, dishonesty, addiction, or unfitness constitute defamation per se.

99. False light applies where a person is placed before the public in a highly offensive false impression.

100. These acts also constitute "unfair or deceptive acts" and affect the public interest under the Washington Consumer Protection Act (RCW 19.86) because TICA is a membership-based nonprofit whose officers and judges occupy gatekeeping roles in a reputation-driven industry, and because Plaintiffs' exclusion affects consumers, exhibitors, and vendors within the competitive cat fancy market.

101. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

Factual Allegations

102. Plaintiffs were TICA members for nearly a decade, founded the now defunct SeaCats club, and produced TICA-licensed shows in 2016, 2017, 2018, 2019, and 2022, consistently covering losses personally and maintaining an excellent reputation.

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103. In May 2022, President Vicki Jo Harrison imposed unprecedented quarterly reporting requirements on Plaintiffs — never required of prior Annual hosts — signaling unusually intrusive oversight.

104. In November 2022, Harrison appointed Elaine Hawksworth-Weitz as Board liaison and required Plaintiffs to use Helms-Briscoe for hotel contracting. Defendant Laurie Yates Yates-Schiff, a TICA Judge and Regional Director, joined the Annual Committee as Banquet Coordinator while simultaneously operating Fat Pet Awards — a vendor to the event.

105. At Harrison's direction, Plaintiffs moved banquet and board events from GTCC to Marriott, triggering a $5,000 GTCC penalty, a $30,000 F&B minimum, and an 85% attrition clause (~$22,000). Harrison, Yates-Schiff, and Hawksworth-Weitz all reviewed and approved the Marriott contract, including the attrition terms.

106. In August 2023, Defendant Brenda Russo claimed: "Vicki Jo has appointed me treasurer," demanded account access, and withdrew $800 from SeaCats' PayPal without authority. Russo began circulating rumors that Plaintiffs were "drug addicts" and had "snorted up the banquet money."

107. Third-party TICA actors, including Judge Debbie Prince, amplified these false statements, calling Plaintiffs "addicts" and asserting they were under investigation. Defendant Yates-Schiff responded to Nicholas' MRSA hospitalization by telling him to "man up," later repeating false insinuations of drug use, show mismanagement and financial impropriety.

108. After RASKC seized Plaintiffs' animals on September 20, 2023 based on false reports from TICA-adjacent individuals, TICA members— including non-defendants Petersen

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and Robinson— publicly claimed: "Animal Control doesn't remove 68 cats without proof," reinforcing defamatory narratives linking Plaintiffs to animal abuse.

109. President Harrison published a September 19, 2023 Facebook post stating "various reports" were circulating about the Annual, implying misconduct. On October 11, 2023, TICA published an official statement asserting TICA had to "advance funds" and that "responsible parties" within SeaCats would be pursued — despite knowing the Board itself had approved all expenditures.

110. Defendant Frances Cardona escalated the false narrative by sending a fabricated audit letter on September 6, 2024 to external auditors, falsely stating Plaintiffs owed $63,532.59 — contradicting TICA's own October 11, 2023 vote extinguishing the only outstanding invoice.

111. Cardona's October 2023 invoice email invoking TICA's "Bad Debts" rule falsely portrayed Plaintiffs as financially delinquent and subject to suspension, despite Board knowledge that Plaintiffs neither received nor owed the amounts listed.

112. Defendants' statements placed Plaintiffs in a false light, portraying them as criminals, addicts, and fraudulent actors, despite private acknowledgments from TICA insiders that "we know you didn't steal anything" and that the controversy was political.

113. TICA leadership intentionally leaked Executive Session discussions, enabling defamatory narratives to spread through the small, reputation-driven cat fancy community — a classic "closed-market" defamation context where lies quickly become entrenched and economically harmful.

114. Defendants also caused Plaintiffs to be placed on TICA's public "Temporary Suspension List," published in The TICA Trend, falsely portraying Plaintiffs as financially

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delinquent and unfit members despite knowing Plaintiffs neither received nor owed the amounts listed.

115. TICA subsequently published Board minutes discussing alleged financial improprieties relating to Plaintiffs, falsely implying Plaintiffs failed to pay vendors or mismanaged funds, despite internal acknowledgment that TICA had approved, controlled, and extinguished the payments.

116. These publications ratified and institutionalized the defamatory narrative, ensuring lasting reputational harm.

117. These actions were undertaken by individuals occupying fiduciary and gatekeeping roles in TICA and therefore constitute unfair conduct in trade and commerce affecting the public interest under RCW 19.86.

118. By publishing board minutes endorsing these false narratives, TICA amplified and institutionalized the defamatory statements and placed Plaintiffs before the cat fancy in a false light.

Violation

119. Defendants Harrison, Russo, Yates-Schiff, and Cardona published false statements of fact, ratified defamatory statements from others, and placed Plaintiffs in a false light. Their conduct constitutes defamation per se, false light, and unfair or deceptive acts under RCW 19.86.

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Damages

120. Plaintiffs suffered severe reputational injury, exclusion from the cat fancy marketplace, economic losses including loss of clients, and emotional distress. Plaintiffs seek compensatory, special, and treble damages under RCW 19.86.

121. These damages include reputational harm arising from publication of fabricated debt listings, suspension in *The TICA Trend*, and circulation of the October 26, 2023 invoice and the September 6, 2024 audit letter.

COUNT II – CONVERSION & UNJUST ENRICHMENT

(Common Law + RCW 19.86 Consumer Harm Theory)

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

122. Conversion occurs when a defendant wrongfully exercises control over another's property. Unjust enrichment arises when a defendant retains a benefit in equity without compensation.

123. These acts also constitute "unfair business practices" under RCW 19.86 when they distort market access and nonprofit financial governance.

124. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

Factual Allegations

125. Plaintiffs personally advanced deposits and funds for the 2023 Annual, including GTCC deposits, Marriott deposits, and vendor payments.

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126. Defendant Russo withdrew $800 from SeaCats' PayPal without authorization, inserted her personal account as the payout destination in TicketLeap and handled all money collected at the show from donations, raffle and gate at the direction of Harrison.

127. Defendant Cardona interfered with vendor and venue communications, telling GTCC she would be the "point of contact moving forward" and directing Marriott/GTCC to BCC her on all emails — preventing Plaintiffs from receiving timely information.

128. Defendant Yates-Schiff's Fat Pet Awards issued a revised invoice of $6,357.20 on September 6, 2023, which TICA's Board voted on October 11, 2023 to advance — extinguishing the obligation. Yet TICA later claimed Plaintiffs owed this sum personally.

129. TICA's October 11, 2023 public statement mischaracterized Board-approved advances as financial wrongdoing by Plaintiffs.

130. TICA retained the benefits of Plaintiffs' expenditures while simultaneously excluding them from decision-making and refusing accounting.

131. Cardona's fabricated September 6, 2024 auditor letter falsely asserting a $63,532.59 debt created a financial narrative used to harm Plaintiffs' economic participation in the cat fancy marketplace.

132. By fabricating a "debt" Plaintiff never owed and threatening punitive suspension for non-payment, Defendants exerted improper dominion over Plaintiffs' financial status, business expectancy, and reputation.

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Violation

133. Defendants converted Plaintiffs' funds, exercised wrongful dominion over their accounts, and were unjustly enriched by retaining the benefits of Plaintiffs' labor and expenditures.

Damages

134. Restitution, disgorgement, prejudgment interest, treble damages under RCW 19.86, and an accounting.

135. These damages include reputational harm arising from publication of fabricated debt listings, suspension in *The TICA Trend*, and circulation of the October 26, 2023 invoice and the September 6, 2024 audit letter.

COUNT III – BREACH OF FIDUCIARY DUTY, WRONGFUL EXPULSION, AND BREACH OF GOOD FAITH

(RCW 24.03A + Common Law + RCW 19.86)

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

136. TICA owes statutory duties of good faith, fair dealing, and fair disciplinary process under RCW 24.03A and common law. Wrongful expulsion occurs where a nonprofit disregards its bylaws or applies discipline selectively.

137. Unfair disciplinary practices affecting market access constitute violations of RCW 19.86.

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138. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

Factual Allegations

139. Plaintiffs were subjected to unprecedented quarterly reporting, constant scrutiny, and micromanagement not applied to any other Annual hosts.

140. Disciplinary actions were initiated without notice, without a formal complaint, and without written charges — violating TICA bylaws and nonprofit governance norms.

141. In May 2024, Plaintiffs attended a hearing where Harrison yelled at them, refused to allow evidence, and ejected them from the call because Plaintiff's stated they would not disclose any matters relating to active litigation due to their distrust in the board's ability to maintain discretion. Minutes falsely reflected that Plaintiffs "did not appear."

142. TICA has a documented pattern of selective discipline, protecting insiders (e.g., Petersen, Judge Kempton's inconsistent treatment) while punishing critics.

143. Yates-Schiff voted on litigation and revocation motions involving Plaintiffs despite her direct financial conflict as owner of Fat Pet Awards.

144. The January 19, 2024 Board vote to "authorize litigation" prior to the May hearing proves improper process and retaliation, not investigation.

145. Plaintiffs reasonably relied on fiduciary duties of honesty, transparency, and fairness, which Defendants violated repeatedly.

146. Plaintiffs' wrongful expulsion denied them professional livelihood, show participation, and community standing within a small reputation-dependent market—making this an unfair practice under RCW 19.86.

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147. Despite having access to contemporaneous documentation disproving the fabricated financial allegations – including records showing TICA had approved and controlled hotel expenditures – leadership took no steps to correct the narrative or discipline those spreading it. Instead, the false narrative was allowed to persist and be weaponized against Plaintiffs, evidencing bad faith, breach of loyalty, and abdication of impartial governance duties.

Violation

148. Defendants breached fiduciary duties, violated statutory governance obligations, engaged in selective discipline, and expelled Plaintiffs arbitrarily and in bad faith.

Damages

149. Loss of membership rights, economic opportunities, reputational standing, emotional distress, and treble damages.

150. These damages include reputational harm arising from publication of fabricated debt listings, suspension in *The TICA Trend*, and circulation of the October 26, 2023 invoice and the September 6, 2024 audit letter.

COUNT IV – OUTRAGE (IIED) AND NEGLIGENT SUPERVISION/RATIFICATION

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

151. Outrage requires conduct that is extreme and outrageous. Negligent supervision applies when an organization fails to control harmful acts of its agents.

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152. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

Factual Allegations

153. Defendants weaponized Plaintiffs' disclosed MRSA hospitalization and RASKC trauma to frame them as addicts and abusers.

154. Russo, Prince, Yates-Schiff, Harrison, Petersen and Robinson spread defamatory rumors that Plaintiffs were drug addicts, embezzlers, and animal abusers, despite knowing the statements were false.

155. Executive Session leaks originated from TICA leadership, confirming institutional ratification.

156. Harrison's public statements on September 19 and October 11, 2023 amplified false allegations without investigation.

157. TICA's reversal of Petersen's ban to a two-year suspension, issued after her false RASKC report, demonstrates institutional ratification of her actions and the resulting harm.

158. Cardona fabricated the $63,532.59 debt letter in September 2024, formalizing a lie designed to destroy Plaintiffs' reputation.

159. TICA negligently supervised and affirmatively ratified all such misconduct.

Violation

160. Defendants' conduct was extreme, intentional, reckless, and outrageous; TICA negligently supervised and ratified the misconduct.

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Damages

161. Severe emotional distress, reputational harm, punitive damages.

162. These damages include reputational harm arising from publication of fabricated debt listings, suspension in *The TICA Trend*, and circulation of the October 26, 2023 invoice and the September 6, 2024 audit letter.

COUNT V – CIVIL CONSPIRACY

(Common Law)

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

163. Conspiracy requires an agreement to accomplish an unlawful purpose or lawful purpose by unlawful means.

164. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

Factual Allegations

165. Defendants Harrison, Russo, Yates-Schiff, and Cardona coordinated actions to defame and remove Plaintiffs from TICA and destroy their reputations.

166. Overt acts include:

a. Russo seizing financial access

b. Harrison's public insinuations

c. Yates-Schiff's vendor conflict and vote to authorize litigation

d. Cardona's fabricated auditor letter

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e. TICA's public statements implying crimes

f. Coordinating with individuals (Prince, Petersen, Robinson) whose false statements fueled institutional action

167. Litigation was pre-authorized on January 19, 2024, before any financial allegation existed — demonstrating pre-planned retaliation.

Violation

168. Defendants acted in concert to commit defamation, wrongful expulsion, conversion, and abuse of process.

Damages

169. All damages alleged above.

COUNT VI – ABUSE OF PROCESS

(Common Law)

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

170. Abuse of process occurs where legal process, though properly issued, is used for an ulterior purpose.

171. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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Factual Allegations

172. Plaintiffs sent a settlement proposal on August 7–8, 2025.

173. On August 21, 2025 — only fourteen days later — Defendant Yates-Schiff, through her own firm, filed Fat Pet Awards & TICA v. SeaCats, Munt & Lovell in Orange County Superior Court despite:

a. Plaintiffs' Washington residency

b. SeaCats being a dissolved Washington entity

c. TICA having extinguished the only invoice on October 11, 2023

d. Yates-Schiff's undisclosed conflict as both vendor and judge

e. The January 19, 2024 pre-authorization vote

174. In mid-2024, Defendant Yates-Schiff publicly posted on Facebook—stating 'I'm getting ready to sue him. You cannot imagine how pissed I am.'—demonstrating that any litigation she later filed was driven by personal anger and retaliatory animus rather than a bona fide dispute, and confirming her intention to weaponize the judicial process against Plaintiffs.

175. The California complaint misnamed Plaintiffs, served incomplete packets, and attempted to revive a dissolved entity solely to manufacture leverage.

176. The suit's timing, defects, and contradictions reveal its ulterior purpose: retaliation for Plaintiffs asserting their rights, chilling their federal claims, and damaging their reputation.

177. These facts — undisputed in the record — demonstrate that the lawsuit was not used to resolve a valid dispute, but to harm Plaintiffs.

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178. The retaliatory California filing continued the same false debt narrative first manufactured through Cardona's October 2023 invoice email, reinforced by Plaintiffs' public suspension listing, and formalized again in Cardona's September 6, 2024 fabricated "audit confirmation," demonstrating a continuing pattern of using process and documentation as punishment.

Violation

179. Defendants misused legal process for retaliation, harassment, and leverage.

Damages

180. Legal expenses, reputational harm, emotional distress, and punitive damages.

181. These damages include reputational harm arising from publication of fabricated debt listings, suspension in *The TICA Trend*, and circulation of the October 26, 2023 invoice and the September 6, 2024 audit letter.

COUNT VII – TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY

Against TICA, Harrison, Cardona, Russo, and Yates-Schiff

Legal Basis

182. This claim arises under Washington common law, which forbids intentional interference with a valid business expectancy through improper means or motive. Leingang v. Pierce County Med. Bureau, Inc., 131 Wash. 2d 133 (1997).

183. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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Factual Allegations

184. Plaintiffs maintained a long-standing and legitimate business expectancy in the cat-fancy community, including:

a. participating in TICA-sanctioned shows

b. clerking, and show-management opportunities

c. breeding, exhibiting, and selling pedigree cats under their Valyria Cattery

d. hosting cat shows and engaging with exhibitors, vendors, and regional clubs

185. Defendants were fully aware of these expectancies based on Plaintiffs' decade of leadership in TICA, including hosting multiple shows each year and being entrusted with the 2023 Annual.

186. Beginning in August 2023, Defendant Russo made false statements to exhibitors, judges, and club directors accusing Plaintiffs of being "drug addicts," "high during the Annual," and having "snorted up the banquet money."

187. Defendant Prince, a TICA judge and licensed social worker, amplified these accusations in private messages and public statements, telling members Plaintiffs were "addicts" who were being investigated for animal abuse and confronting anyone who still maintained contact with them accusing them of being "enablers."

188. Defendant Cardona, in August 2023, contacted the Greater Tacoma Convention Center and Marriott claiming she was the "point of contact moving forward," attempted to intercept vendor communications, and demanded BCC access, causing confusion among venues and undermining Plaintiffs' professional relationships.

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189. Defendant Yates-Schiff, while serving as TICA judge, Regional Director, and Banquet Coordinator, concealed her conflict of interest as owner of Fat Pet Awards and later used her position to influence disciplinary outcomes against Plaintiffs.

190. TICA leadership, including Harrison, encouraged leaks from Executive Session, enabling defamatory rumors to spread throughout the closed reputation market of the cat fancy.

191. Members of the Petersen–Robinson group circulated false claims that Plaintiffs abused animals and were under criminal investigation — statements Defendants knew were false but used to justify disciplining Plaintiffs.

192. Defendants' conduct was intentional and undertaken for the improper motive of retaliating against Plaintiffs for raising concerns regarding conflicts of interest, mismanagement, and procedural misconduct.

193. As a direct result of these actions, clubs stopped inviting Plaintiffs to manage shows, exhibitors avoided their cattery, kitten-buyers withdrew interest, and Plaintiffs' breeding program collapsed.

Violation

194. Defendants intentionally interfered with Plaintiffs' existing and prospective business relationships by spreading false statements, intercepting communications, exerting unauthorized authority, and using the disciplinary process as a retaliatory tool, all without privilege.

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Damages

195. As a proximate result, Plaintiffs suffered the loss of breeding income, show-management revenue, reputation-based business opportunities, and long-term career prospects within the cat fancy. Plaintiffs seek compensatory, consequential, and punitive damages.

COUNT VIII – VIOLATION OF WASHINGTON NONPROFIT CORPORATIONS ACT

(RCW 24.03A.050, .155, .570, .620, .615)

Against TICA, Harrison, Cardona, and Yates-Schiff

Legal Basis

196. This claim arises under the Washington Nonprofit Corporations Act, including:

a. RCW 24.03A.615 – requiring fair and reasonable disciplinary procedures

b. RCW 24.03A.620 – providing member remedies for improper suspension or expulsion

c. RCW 24.03A.570 – imposing duties of good faith, loyalty, and care

d. RCW 24.03A.155 – prohibiting conflicted transactions without disclosure

e. RCW 24.03A.050 – prohibiting ultra vires acts by officers and directors

197. These provisions collectively create enforceable member rights and clear statutory duties.

198. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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Factual Allegations

Improper Discipline & Lack of Fair Procedure (RCW 24.03A.615 & .620)

199. Plaintiffs were expelled without written charges, notice of allegations, disclosure of evidence, or opportunity to respond, in direct violation of RCW 24.03A.615.

200. On May 2024, Plaintiffs attended a scheduled hearing where Harrison yelled at them, prevented them from presenting evidence, and then falsely recorded in the official minutes that Plaintiffs did not appear.

201. No formal complaint was ever filed, and discipline was initiated entirely through Executive Session rumors and leaks, contrary to RCW 24.03A.620.

202. Defendants selectively enforced disciplinary rules — easing sanctions for insiders such as Petersen while imposing permanent bans upon Plaintiffs.

Conflicts of Interest (RCW 24.03A.155)

203. Defendant Yates-Schiff:

a. voted on matters in which she held a direct financial interest through her business, Fat Pet Awards

b. served simultaneously as TICA judge, Regional Director, Annual Committee member, and vendor

c. concealed the conflict while influencing discipline and litigation authorization

204. TICA knowingly permitted Yates-Schiff to engage in conflicted decision-making without disclosure, violating RCW 24.03A.155.

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Ultra Vires Acts (RCW 24.03A.050)

205. Defendant Russo falsely claimed she was "appointed treasurer" of SeaCats by Harrison and demanded access to financial accounts — an act outside her authority.

206. Defendant Cardona contacted GTCC and Marriott on August 25, 2023, claiming she was the designated "point of contact moving forward" despite having no authority, causing confusion and interfering with contractual relationships.

207. Defendant Harrison publicly announced investigative findings on Facebook (Sept. 19, 2023) before any charges existed, exceeding the scope of her authority and violating TICA's own confidentiality and disciplinary rules.

208. These ultra vires actions were repeatedly ratified by TICA's Board.

Breach of Statutory Duties of Good Faith & Loyalty (RCW 24.03A.570)

209. Defendants used their official positions to advance personal animus, retaliate against Plaintiffs for raising governance concerns, and publish false statements to justify discipline.

210. Defendants failed to maintain Executive Session confidentiality, enabling defamatory leaks to spread through the organization.

211. Defendants acted in bad faith by pre-authorizing litigation against Plaintiffs on January 19, 2024—months before TICA began publicly claiming any wrongdoing existed.

212. Defendants' conduct violated clear statutory duties of loyalty, impartiality, and fair dealing.

213. TICA's refusal to correct the known false debt narrative—and its failure to supervise or sanction those who propagated it—constitutes a breach of statutory duties of loyalty,

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honesty, and good faith under RCW 24.03A. Leadership possessed information disproving the allegations yet allowed the false narrative to drive discipline, retaliation, and expulsion, demonstrating systemic governance failure.

Violation

214. By initiating discipline without procedure, permitting conflicted votes, engaging in ultra vires actions, failing to act in good faith, and violating statutory protections afforded to members, Defendants committed actionable violations under RCW 24.03A.

Damages

215. Plaintiffs suffered wrongful expulsion, loss of membership rights, reputational harm, loss of business expectancies, financial injury, and emotional distress.

216. Plaintiffs seek:

a. declaratory relief

b. injunctive relief restoring membership rights

c. damages permitted under statute

d. costs and fees

VI. PRAYER FOR RELIEF

217. WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against all Defendants, jointly and severally where permitted by law, and award the relief below.

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218. Compensatory damages in an amount to be determined at trial, including damages for reputational harm, loss of professional and economic opportunities, emotional distress, and other injuries proximately caused by Defendants' conduct.

219. General damages for humiliation, loss of standing within the cat fancy, and other noneconomic harm.

220. Special damages including lost club revenue, out-of-pocket expenses, diverted funds, misappropriated resources, and unreimbursed advances related to the 2023 TICA Annual.

221. Restitutionary and disgorgement remedies, including repayment of any funds wrongfully withheld, diverted, or retained by Defendants.

222. Punitive damages to the extent allowed under Washington law for conduct demonstrating malice, reckless disregard for the truth, intentional wrongdoing, or a conscious indifference to Plaintiffs' rights.

223. Injunctive relief, including but not limited to:

a. An order prohibiting Defendants from publishing or republishing false statements regarding Plaintiffs

b. An order prohibiting further retaliatory litigation or misuse of process

c. An order requiring TICA to correct false public statements issued about Plaintiffs

d. An order restoring Plaintiffs' membership rights and privileges to the extent the Court deems appropriate

224. Declaratory relief establishing that Defendants' disciplinary actions, statements, and retaliatory litigation were improper, unsupported by fact, and executed in violation of Washington law.

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225. Costs of suit, including statutory costs.

226. Reasonable attorney's fees to the extent authorized by law, statute, or the Court's equitable powers (noting that Plaintiffs are self-represented at this time).

227. Pre-judgment and post-judgment interest as permitted by law.

228. Such other and further relief as the Court deems just and proper to remedy the harms Defendants caused.

VII. DEMAND FOR JURY TRIAL

229. Pursuant to Federal Rule of Civil Procedure 38, Plaintiffs respectfully demand a trial by jury on all issues so triable.

Respectfully submitted this 8th day of December, 2025.

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